

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

**U.S. Bank Trust, N.A., as Trustee for LSF10  
Master Participation Trust**

**Plaintiff**

**vs.**

**Gloria J. Nye n/k/a Gloria J. Rizeakos and  
Benjamin P. Campo, Jr., Esq., Special  
Administrator of the Estate of Charles J.  
Nye, Jr. a/k/a Charles J. Nye**

**Defendants**

**CIVIL ACTION NO:**

**COMPLAINT**

**RE: VACANT Property  
4 Galina Lane, f/k/a 191 Dyer Road,  
Lewiston, ME 04240**

**Mortgage:  
February 27, 2006  
Book 6686, Page 250**

NOW COMES the Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, by and through its attorneys, Doonan, Graves & Longoria, LLC, and hereby complains against the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this action pursuant 28 U.S.C. § 1332(a)(1) (Diversity) because the Plaintiff and Defendants are citizens of different states and the matter in controversy exceeds the sum or value of seventy-five thousand and 00/100 (\$75,000.00) dollars, exclusive of interest and costs. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the object of this litigation is a Note executed under seal currently owned and held by U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, in which the Defendant, Gloria J. Nye n/k/a Gloria J. Rizeakos, is the surviving obligor and the total amount owed under the terms of the Note is Three Hundred Eighty-Eight Thousand Three and 79/100 (\$388,003.79) Dollars, plus attorney fees and costs associated with the instant action; thus, the amount in controversy exceeds the jurisdictional threshold of seventy-five thousand (\$75,000.00) dollars.
3. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

#### PARTIES

4. U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust is a corporation with its principal place of business located at 425 Walnut St, Cincinnati, OH 45202.
5. The Defendant, Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, is a resident of Westbrook, County of Cumberland and State of Maine.
6. The Defendant, Gloria J. Nye n/k/a Gloria J. Rizeakos, is a resident of Saco, County of York and State of Maine.

FACTS

7. On May 1, 2001, by virtue of a Warranty Deed from Joseph Woodhead, Jr. and Mary Ellen Woodhead, which is recorded in the Androscoggin County Registry of Deeds in **Book 4646, Page 200**, the property situated at 4 Galina Lane, f/k/a 191 Dyer Road, City of Lewiston, County of Androscoggin, and State of Maine, was conveyed to Charles J. Nye and Gloria J. Nye, being more particularly described by the attached Exhibit A; the correct legal description for the mortgaged property is attached hereto as Exhibit B (a true and correct copy of the legal description is attached hereto and incorporated herein).
8. On February 27, 2006, Charles J. Nye a/k/a Charles J. Nye, Jr. and Gloria J. Nye n/k/a Gloria J. Rizeakos, executed and delivered to Homeowners Assistance Corporation a certain Note under seal in the amount of \$223,200.00. Gloria J. Nye n/k/a Gloria J. Rizeakos's personal liability is limited and/or extinguished by the Chapter 7 bankruptcy filed which resulted in a bankruptcy discharge. *See* Exhibit C (a true and correct copy of the Note is attached hereto and incorporated herein).
9. To secure said Note, on February 27, 2006, Charles J. Nye a/k/a Charles J. Nye, Jr. and Gloria J. Nye n/k/a Gloria J. Rizeakos executed a Mortgage Deed in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Homeowners Assistance Corporation, securing the property located at 4 Galina Lane, f/k/a 191 Dyer Road Lewiston, ME 04240 which Mortgage Deed is recorded in the Androscoggin County Registry of Deeds in **Book 6686, Page 250**. *See* Exhibit D (a true and correct copy of the Mortgage is attached hereto and incorporated herein).
10. On June 30, 2010, the Defendants, Charles J. Nye a/k/a Charles J. Nye, Jr. and Gloria J. Nye n/k/a Gloria J. Rizeakos, executed a Loan Modification Agreement which increased the principal amount of the Note to \$214,712.99 (herein after referred to as the “Loan

Modification”). *See* Exhibit E (a true and correct copy of the Loan Modification is attached hereto and incorporated herein)

11. The Mortgage was then assigned to CitiMortgage, Inc., by virtue of an Assignment of Mortgage dated November 2, 2011 and recorded in the Androscoggin County Registry of Deeds in **Book 8340, Page 219**. *See* Exhibit F (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
12. The Mortgage was then assigned to CitiMortgage, Inc. by virtue of an Assignment of Mortgage dated January 17, 2012 and recorded in the Androscoggin County Registry of Deeds in **Book 8327, Page 286**. *See* Exhibit G (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
13. The Mortgage was then assigned to Federal National Mortgage Association by virtue of an Assignment of Mortgage dated March 16, 2015 and recorded in the Androscoggin County Registry of Deeds in **Book 9103, Page 276**. *See* Exhibit H (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
14. The Mortgage was further assigned to CitiMortgage, Inc., by virtue of a Quitclaim Assignment dated October 20, 2015 and recorded in the Androscoggin County Registry of Deeds in **Book 9258, Page 116**. *See* Exhibit I (a true and correct copy of the Quitclaim Assignment is attached hereto and incorporated herein).
15. The Mortgage was then assigned to Federal National Mortgage Association by virtue of an Assignment of Mortgage dated March 1, 2016 and recorded in the Androscoggin County Registry of Deeds in **Book 9319, Page 283**. *See* Exhibit J (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
16. The Mortgage was then assigned to U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust by virtue of an Assignment of Mortgage dated April 10, 2018 and

recorded in the Androscoggin County Registry of Deeds in **Book 9824, Page 233**. *See*

Exhibit K (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).

17. Upon information and belief, on July 21, 2018, Charles J. Nye a/k/a Charles J. Nye, Jr. passed away.

18. On December 1, 2020, the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, were sent a Notice of Mortgagor's Right to Cure, as evidenced by the Certified Mail Receipts (herein after referred to as the "Demand Letter"). *See* Exhibit L (a true and correct copy of the Demand Letter is attached hereto and incorporated herein).

19. The Demand Letter informed the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, of the payment due date, the total amount necessary to cure the default, and the deadline by which the default must be cured, which was thirty-five (35) days from receipt of the Demand Letter. *See* Exhibit L.

20. The Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, failed to cure the default prior to the expiration of the Demand Letter.

21. The Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, is the present holder of the Note pursuant to endorsement by the previous holder (if applicable), payment of value and physical possession of the Note in conformity with 11 M.R.S. § 3-1201, et seq., and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929).

22. The Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, is the lawful holder and owner of the Note and Mortgage.

23. The Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, hereby certifies that all steps mandated by law to provide notice to the mortgagor pursuant to 14 M.R.S.A. § 6111 and/or Note and Mortgage were strictly performed.

24. The total debt owed under the Note and Mortgage as of March 19, 2021 is Three Hundred Eighty-Eight Thousand Three and 79/100 (\$388,003.79) Dollars, which includes:

Description	Amount
Principal Balance	\$207,502.99
Interest	\$82,655.71
Escrow Advance	\$55,782.73
Recoverable Balance	\$43,569.11
Restricted Escrow	\$-1,506.75
Grand Total	\$388,003.79

25. Upon information and belief, the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, are not presently in possession of the subject property originally secured by the Mortgage.

### COUNT I – FORECLOSURE AND SALE

26. The Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, repeats and re-alleges paragraphs 1 through 25 as if fully set forth herein.

27. This is an action for foreclosure and sale respecting a real estate related Mortgage and title located at 4 Galina Lane, f/k/a 191 Dyer Road, Lewiston, County of Androscoggin, and State of Maine. *See* Exhibit B.

28. The Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, is the holder of the Note referenced in Paragraph 8 pursuant to endorsement by the previous holder (if applicable) and physical possession of the aforesaid Note in conformity with Title

11, section 3-1201, et seq. of the Maine Revised Statutes and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929). As such, Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, has the right to foreclosure and sale upon the subject property.

29. The Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, is the current owner and investor of the aforesaid Mortgage and Note.

30. The Defendant, Gloria J. Nye n/k/a Gloria J. Rizeakos, is presently in default on said Mortgage and Note, having failed to make the monthly payment due May 1, 2011, and all subsequent payments, and, therefore, have breached the condition of the aforesaid Mortgage and Note.

31. The total debt owed under the Note and Mortgage as of March 19, 2021 is Three Hundred Eighty-Eight Thousand Three and 79/100 (\$388,003.79) Dollars, which includes:

Description	Amount
Principal Balance	\$207,502.99
Interest	\$82,655.71
Escrow Advance	\$55,782.73
Recoverable Balance	\$43,569.11
Restricted Escrow	\$-1,506.75
Grand Total	\$388,003.79

32. The record established through the Androscoggin County Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.

33. By virtue of the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye 's breach of condition, the Plaintiff hereby demands a foreclosure and sale on said real estate, as affected by Defendant, Gloria J. Nye n/k/a Gloria J. Rizeakos's discharge in bankruptcy

and, accordingly, this action does not seek any personal liability on the part of the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, but only seeks *in rem* judgment against the property.

34. Notice in conformity with 14 M.R.S.A. § 6111 and/or Note and Mortgage was sent to the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, on December 1, 2020, evidenced by the Certificate of Mailing. *See* Exhibit L.
35. The Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, are not in the Military as evidenced by the attached Exhibit M.

## COUNT II – REFORMATION OF LEGAL DESCRIPTION

36. The Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, repeats and re-alleges paragraphs 1 through 35 as if fully set forth herein.
37. It was the intent of the parties that the Mortgage, dated February 27, 2006, and recorded in the Androscoggin County Registry of Deeds in **Book 6686, Page 250**, which is the subject of this foreclosure action, contain the legal description as stated in the deed dated May 1, 2001 in **Book 4646, Page 200**. A copy of the correct legal description is attached hereto as Exhibit B.

## PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, prays this Honorable Court:

- a) Issue a judgment of foreclosure and sale in conformity with Title 14 § 6322, as affected by Defendant, Gloria J. Nye n/k/a Gloria J. Rizeakos's discharge in bankruptcy, and



accordingly, this action does not seek any personal liability on the part of the Defendants, but only seeks *in rem* judgment against the property;

- b) Grant possession to the Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, upon the expiration of the period of redemption;
- c) Find that the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, are in breach of the Note by failing to make payment due as of May 1, 2011, and all subsequent payments, however, as affected by Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos's discharge in bankruptcy, this action does not seek any personal liability on the part of the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, but only seeks *in rem* judgment against the property;
- d) Find that, Charles J. Nye a/k/a Charles J. Nye, Jr. and Gloria J. Nye n/k/a Gloria J. Rizeakos, entered into a contract for a sum certain in exchange for a security interest in the subject property;
- e) Find that it was the intent of the Charles J. Nye a/k/a Charles J. Nye, Jr. and Gloria J. Nye n/k/a Gloria J. Rizeakos, and the original lender, Homeowners Assistance Corporation, on February 27, 2006 to create a mortgage on the property commonly known as and numbered as 4 Galina Lane, f/k/a 191 Dyer Road, Lewiston, ME 04240;
- f) Impose the applicable time periods for redemption, etc., as reflected in 14 M.R.S.A. § 6322;
- g) Find that while the Defendants, Gloria J. Nye n/k/a Gloria J. Rizeakos and Benjamin P. Campo, Jr., Esq., Special Administrator of the Estate of Charles J. Nye, Jr. a/k/a Charles J. Nye, have no personal liability in this matter, a Judgment of Foreclosure and Sale in this

matter can be imposed *in rem* against the property commonly known as and numbered as 4 Galina Lane, f/k/a 191 Dyer Road, Lewiston, ME 04240;

- h) Reform the legal description as found in the Mortgage to reflect the correct legal description as attached hereto as Exhibit B;
- i) For such other and further relief as this Honorable Court deems just and equitable.

Respectfully Submitted,  
U.S. Bank Trust, N.A., as Trustee for LSF10  
Master Participation Trust,  
By its attorneys,

Dated: March 29, 2021

/s/John A. Doonan, Esq.  
/s/Reneau J. Longoria, Esq.  
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